

AGREEMENT BETWEEN
DISTRICT COUNCIL 58/GLAZIERS LOCAL UNION 1168
OF SPRINGFIELD

ILLINOIS AND VICINITY

AND

THE GLAZING CONTRACTORS OF
SPRINGFIELD, ILLINOIS

AND VICINITY

2017 - 2022

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PREAMBLE

The Employers and Union agree that it is in our mutual benefit to work together to elevate our industry, through training, safety and professionalism. Through mutual respect and consideration, we can promote harmony and pride in craftsmanship. Through cooperative efforts we can increase the work opportunities of our Employees and the prosperity of our Employers. Our workers should be considerate in providing quality and efficiency. Our Employers should provide good jobs with worker dignity. We thereby conclude our good faith effort to bring about a better existence for both parties.

ARTICLE I AGREEMENT

1.1 This Agreement made this first (1st) day of May 2017 between Independent Glazier Contractor's doing business in the jurisdiction of District Council No. 58/Local Union 1168 and other Independent Contractor's that hereafter become signatory, herein called "Employer" and District Council No. 58 on behalf of the Glazier, Architectural Metal and Glassworker's Local Union 1168 of Springfield, Illinois and vicinity under its jurisdiction, all of which are affiliated with the International Union of Painter's and Allied Trades, AFL-CIO, CLC, hereinafter called "Union".

1.2 The parties have heretofore through a series of negotiations and conferences, come to a mutual Agreement on various matters affecting the relationship between the parties and are desirous of reducing said Agreement to writing.

1.3 Any Employer as referred to above may receive the benefits and assume the obligations of this Agreement with the Union by signing the signature page of this Agreement and by agreeing to be bound by the terms and provisions thereof.

ARTICLE II RECOGNITION

2.1 The Employer recognizes District Council No. 58, Local Union 1168 as the Bargaining Representative of all Employees employed by the Contractors signatory hereto. District Council No. 58 recognizes the independent Employers that hereafter become signatory as the representatives of its members.

ARTICLE III JURISDICTION

3.1 Territorial Jurisdiction: Adams, Bond, Brown, Calhoun, Cass, Champaign, Christian, Clinton, Coles, Cumberland, DeWitt, Douglas, Effingham, Fayette, Greene, Jackson, Jersey, Logan, Macon, Macoupin, Madison, Mason, Menard, Monroe, Montgomery, Morgan, Moultrie, Perry, Piatt, Pike, Randolph, Sangamon, Schuyler, Scott, Shelby, St. Clair, and Washington counties in Illinois.

3.2 The Employer recognizes the Union as the collective bargaining agent on all work coming under the jurisdiction of Local Union 1168 and includes: the installation of all types of glass, mirrors, structural glass, sky-light glass, either wire or corrugated; the removal of plate glass; the setting of all plastics or similar products when used as a substitute for glass; the setting of all metal used in store front installation; the fabrication or installation of all metal entrances and glazing systems members or frames in the shop or on the job site; the installation of all types of tempered glass doors, tub enclosures, show cases, glass shelves, perimeter glass, and all safety glazing materials used in the place of glass in any of the above mentioned items; the installation of glass panels for solar heating, cooling units, pre-hung sash work and pre-glazed windows; the inside warehouse fabrication and assembly of tubular metal in conjunction with specific glazing contracts and any incidental parts connected thereto; the erection of any required scaffolding not already erected by the General Contractor and the driving of the glazing site rack trucks shall be the work of the glazier.

3.3 All glass and glazing materials shall be handled and distributed by the glazier on the job site. The Employer may furnish a box storage container to store the glazier's and company's equipment at the close of each day to avoid the necessity of transporting the equipment unless a company truck or other means of transportation is provided.

3.4 Non-territorial Jurisdiction: The Employer party hereto shall, when engaged in the work outside of the geographic jurisdiction of the Union party to this Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect, in said other geographic jurisdiction and executed by the Employers of the industry and the affiliated Local Unions in that jurisdiction, including, but not limited to the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided, however, that where no affiliated Union has a current effective agreement covering such out-of-area work, the employer shall perform such work in accordance with this agreement, that as to Employees employed by such Employer from within the geographic jurisdiction of the Union party to this Agreement, and who are brought in to an outside jurisdiction, such Employees shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such Employees, in situations covered by the last proviso, fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents, and the difference between the wages and benefit contributions required by the away funds and the home funds, if any, shall be paid to the employees as additional wages and fringe benefit contributions on behalf of such Employees shall be made solely to their home fund in accordance with their governing documents. This provision is enforceable by the Local Union or District Council in whose jurisdiction the work is being performed, both through the purpose

for settlement of grievances set forth in its applicable Collective Bargaining Agreement and through the courts, and is also enforceable by the Union party to this Agreement, both through the procedure for settlement of grievances set forth in the Agreement and through the courts.

3.5 The Contractor or the Employer party to this Agreement, when engaged in work outside of the geographical jurisdiction of the Union, shall employ not less than fifty percent (50%) of the workers employed on such work from the residents of the area where the work is being performed or from among persons who are employed the greater percentage time in such area; any others shall be employed only from the Contractor's home area. For work within the jurisdiction of District Council No. 58, the Employer agrees to make a good faith effort to employ qualified workers from the geographical area where the work is located.

3.6 Any Contractor or Employer of members of the aforesaid Union, which said Contractor or Employer does not have its principal place of business in the jurisdiction of District Council No. 58 shall, upon performing any work within said jurisdiction become a party hereto, shall execute a Memorandum of Understanding, and shall become and be subject to all provisions hereof in a like manner as any other Contractor. All members of the International Union of Painter's and Allied Trades within the jurisdiction of the District Council will pay a Business Representative assessment (administrative dues).

ARTICLE IV JURISDICTIONAL DISPUTES

4.1 It is understood and agreed that any and all jurisdictional and/or work assignment disputes shall be handled in accordance with the following procedure:

4.2 The individual Employer and the respective Union Representatives shall attempt to settle the matter.

4.3 If no settlement is reached, the individual Employer and International Representatives of the respective Unions shall attempt to settle the matter.

4.4 In attempting to arrive at a settlement, the individual Employer and the Unions shall be governed by past area practice and decisions and Agreement of record, as set out in the Jurisdictional Handbook, by prior decisions of the National Joint Board, by Agreement between the International Unions involved.

4.5 The parties hereto understand and agree that time is of the essence in processing and handling jurisdictional and/or work assignment disputes, and that same will be handled and processed as expeditiously as possible.

4.6 Assignments of work shall only be made by the Employer.

ARTICLE V
SUBCONTRACTING

5.1 The Employer agrees not to subcontract out any work covered under this agreement to be done at the site of construction, alteration, structure or other work except to a person, firm or corporation signatory to this Agreement. The furnishing of materials, supplies or equipment and the delivery thereof shall in no case be considered as subcontracting.

ARTICLE VI
UNION SECURITY

6.1 All bargaining unit Employees covered by this Agreement, as a condition of their continued employment, shall, commencing on the eighth (8th) day following the beginning of their employment or the effective date of this Agreement, whichever is later, acquire and maintain membership in the Union. Failure of an Employee to comply with the provision of the Article shall, upon written request of the Union, result in the termination of such Employee. The Employer shall not justify any discrimination against an Employee for non-membership in the Union if: (A) He has reasonable grounds for believing that such membership was not available to the Employee on the same terms and conditions generally applicable to the other members or (B) He has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the Employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.

ARTICLE VII
PRESERVATION OF WORK

7.1 To protect and preserve for the Employees covered by this Agreement, all work they have performed and all work covered by this Agreement and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on site construction work of the type covered by this Agreement under its own name or the name of another as a corporation, company, partnership or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners or stockholders exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership the terms and conditions of this Agreement shall be applicable to all such work.

7.2 All charges of violations of Section 1 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require an Employer to pay (1) to affected Employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those Employees have lost because of the violations, and (2) into the affected Joint Trust Funds to which this Agreement requires

contributions any delinquent contributions that resulted from the violations. The Joint Trade Board or Arbitrator shall be able to provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the Joint Trade or Arbitrator under this Article only through arbitral, judicial, or governmental (For example: the National Labor Relations Board) channels.

7.3 If, after an Employer has violated this Article, the Union and/or the Trustees of one (1) or more Joint Trust Funds, to which this Agreement requires contributions, institute legal action to enforce an award by an Arbitrator or the Joint Trade Board remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountant's and/or attorney's fees incurred by the Union and/or the Joint Trust Fund, plus costs of litigation that have resulted from such legal action. This section does not affect other remedies, whether provided by law or this Article that may be available to the Union and/or Joint Trust Funds.

ARTICLE VIII NONDISCRIMINATION

8.1 Neither the Union or the Employer shall, jointly or separately, at any time during the life of this Agreement, directly or indirectly, discriminate in any way whatsoever against any Employee by reason of his age, sex, color, nationality, race, gender or any other protected class or for Union activity.

ARTICLE IX UNION REPRESENTATIVES

9.1 Designated Representatives of the Union shall have the privilege to visit any job, if allowed by the owner, to assure compliance with this Agreement, providing all job site safety rules are followed. Representatives shall exercise caution to avoid delay in the progress of any job.

ARTICLE X HIRING

10.1 The Employer recognizes the Union as the sole distributor of the workforce. Any calls for labor will be directed through the office of the Business Representative.

10.2 The Employer has the right to call back any employee laid off for a period of five (5) days or less. Any Employee laid off for more than five (5) days reverts back to the Union and will be distributed by the Union.

10.3 The parties further recognize the provisions of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the National Labor Relations Act, Executive Order 11246 and any Affirmative Action Programs of the parties.

10.4 Each Employer (owner, partner or stockholder) working with his tools shall have a Journeyman in his employ on all jobs of four (4) hours or more duration, unless prior approval by a Local 1168 Representative or a Painters' District Council 58 representative.

10.5 There shall be no restriction on the movement of Employees between jobs of the Employer within the jurisdiction of the District Council.

10.6 Except for Supervisors and Foremen, each time an Employer covered by this contract hires Glaziers, he agrees to hire local labor, when available, and if acceptable to him.

10.7 For work within the District Council 58/Local Union 1168, the first (1st) Employee on the job will represent the Employer, the second (2nd) will be selected by the Union and will be a qualified Journeyman from the historic Local Union in which the job is being performed.

ARTICLE XI
WAGE AND BENEFIT BOND

11.1 Prior to or immediately upon any employer becoming signatory to the Agreement, all employers must post security in the form of a Surety Bond written by a reputable surety company authorized to do business in this State or a Certificate of Deposit with District Council No. 58 guaranteeing payment of the wages, administrative dues check-off and payment of all contributions to any approved fringe benefit plan which may be obligatory as a result of this Agreement. The Union will consider other forms of security in place of a surety bond on a case by case basis. Surety Bond amounts are as follows:

One (1) to five (5) employees	\$10,000.00
Six (6) or more employees	\$20,000.00

11.2 The Union will determine the risk factor for Employers with over fifteen (15) employees, or Employers that have delinquency problems and may require a higher level of bonding or when is not available.

11.3 To assure that responsible Employers are not at a competitive advantage to irresponsible Employers, and that irresponsible Employers do not put employee's benefits at risk; if an Employer is unable to post a surety bond in the required amount, he must:

- a. Pay an amount equivalent to ten percent (10%) above the amounts due each month to the respective fringe benefit funds and dues check-off fund. The proceedings will be deposited in the Delinquency Fund to be maintained by District Council No. 58. The purpose of the fund will be to assure that employees are not adversely affected by an Employer's failure to contribute to the benefit funds, as required.

ARTICLE XII
CENTRAL COLLECTION SYSTEM

12.1 District Councils and Local Unions shall include in each of their collective bargaining agreements the following clause: “The Employer, shall, with respect to any and all contributions or other amount that may be due and owing to the IUPAT and its related or affiliated Funds or organizations, including, but not limited to, the IUPAT Industry Pension Plan, IUPAT Industry Annuity Plan, the IUPAT Joint Apprenticeship and Training Fund, the Painters and Allied Trades Labor Management Cooperation Initiative, the IUPAT Political Action Together (and any and all other affiliated International organizations as they may be created or established in the future), upon receipt of a written directive to do so by the affiliated Funds and organizations, make all required payments, either directly or through an intermediate body, to the ‘Central Collections’ Unit of the International Union and its affiliated Funds and organizations. Such contribution shall be submitted on appropriate forms, in such format and with such information as may be agreed to by Central Collections.

ARTICLE XIII
RIGHT TO TAKE ECONOMIC ACTION

13.1 If an Employer fails to make contributions to the Pension Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of payments due together with attorney fees and such penalties as may be assessed by the Trustees. The Employers liability for payment under this Article shall not be subject to or covered by any grievance arbitration procedure or any “no-strike” clause which may be provided or set forth elsewhere in this Agreement.

ARTICLE XIV
NON-PAYMENT OF FUNDS AND NON-REPORTING

14.1 Any Employer failing to pay by the 15th of the month, for hours worked the month previous, shall pay a penalty of ten percent (10%). Additional penalties of five (5%) shall be due every thirty (30) days thereafter, until payment is made.

- a. Employees may be removed from any employer that is more than thirty (30) days delinquent.
- b. The monthly fringe benefit reporting form shall be due by the 15th of the month for hours worked the month previous. Failure to submit said report may result in immediate removal of that Employer's employees.
- b. The Employer shall be liable for all costs of collection of the payments and penalties due together with attorney fees.

ARTICLE XV
GENERAL

15.1 All Journeymen working in the jurisdiction of District Council 58 will, upon request of any official of the District Council or by the steward when requested by the Business Manager or his or her designee, show his time sheet or paycheck to the party requesting same.

15.2 The failure of a Contractor to discharge an Employee who does not maintain his membership in good standing in accordance with Article VI, Section 6.1 of this Agreement after being notified in writing by the Council of said failure shall be considered to be a material breach of this Agreement.

ARTICLE XVI
SAFETY

16.1 All work of the Employer shall be performed under safe conditions, which conform, but are not limited to those contained in the appropriate State and Federal Regulations. The Employer must provide a safe and healthy workplace, free from recognized hazards that may cause injury.

16.2 The Employer shall provide the Employee with all items of personal protective and life saving equipment by Federal and State Regulation. Any Employee receiving said equipment shall acknowledge receipt of same and be apprised of what items must be returned. The cost, if not returned, and on leaving the employment of the Employer, shall be deducted from the Employee's last paycheck.

16.3 Employees will report injuries as soon as possible and fulfill all insurance responsibilities and obligations.

16.4 Any Employee suffering a job related, job site injury during performance of his work duties shall suffer no loss of pay for the day of injury, should the injury require the Employee to leave the job site prior to his regular quitting time to receive treatment from a physician. It is the obligation of the employee to return to work immediately after the release by a physician.

16.5 Nothing in this Agreement will make the Union liable to any Employees or to any other persons in the event of work-related disease, sickness, death, injury or accident.

16.6 The Employer shall provide, at no cost to the Employee, all necessary personal protective equipment and instruction on proper use of such equipment. The Employee shall take responsibility for maintenance of such personal protective equipment after it has been issued to them. If, at any time, in the reasonable opinion of an Employee, such personal protective equipment is defective or is not the appropriate personal protective equipment under the particular working conditions, the Employee has the right to refuse work with such equipment.

16.7 Each Employer shall have a fully equipped first aid kit in the shop and in each truck at all times. The Employer shall furnish and maintain all safety equipment as required for any job. All Employees shall use safety equipment as required and report lack of same and any in need of repair and replenishment.

16.8 STARS Program: It is mutually agreed that all employers signatory to this Agreement shall contribute the amount set forth (.05) in the Addendum to this Agreement for each hour worked on behalf of their employee to the STAR'S fund.

ARTICLE XVII
APPRENTICESHIP

17.1 The Employer agrees to comply with the District Council No. 58 Standards of Apprenticeship as established and amended by the District Council No. 58 Joint Apprenticeship Training Committee.

1 st six (6) months.....	50% of Journeyman Rate
2 nd six (6) months.....	55% of Journeyman Rate
3 rd six (6) months.....	65% of Journeyman Rate
4 th six (6) months.....	70% of Journeyman Rate
5 th six (6) months.....	80% of Journeyman Rate
6 th six (6) months.....	90% of Journeyman Rate

17.2 Apprentices shall work 720 hours, attend and pass 72 hours of classes to become eligible for wage increase. Excess hours worked may be held over for the next level, but class time must be completed.

17.3 No shop shall be entitled an apprentice unless it employs at least two (2) steady Journeymen over the year. A one (1) to one (1) ratio may be allowed on certain jobs. All first year apprentices shall work only when accompanied by a journeyman. All second and third year apprentices with prior approval from the steward or journeyman may be allowed to work by themselves on certain jobs of four (4) hours or less in duration. It is the sole decision of the steward or journeyman whether or not the apprentice has the qualifications to perform certain tasks.

17.4 Rules and regulations regarding this Apprenticeship program shall be drawn up by the joint committee in charge of said program.

ARTICLE XVIII
STEWARDS

18.1 It is agreed that the UNION has the right to select a Steward from among the Employees on the job to hear and attempt to adjust disputes and grievances and in the case of accidents, to see that the Employees and their personal belongings are cared for, loss of time during the regular

work day by the Steward or his Representative and any reasonable expenses incurred by him in caring for sick or injured Employees shall be paid for by the Employer.

18.2 A Steward shall be a working Employee, appointed by the Business Manager or Business Agent of the Local Union. The Business Manager or Business Agent shall notify the Employer's Representative whom he has selected as Steward immediately following such selection.

18.3 Stewards have no authority to take any strike action or any other action interrupting the job.

18.4 A Steward shall not be laid off or discharged as long as other members of his craft are employed by the Employer with the exception of a Foreman who is a member of the District Council without just cause.

18.5 In no instance shall the Steward be discriminated against because of his affiliation with the Union or because of his activities on behalf of the Union.

18.6 The Steward shall not be responsible for errors on the part of the Employer. This shall apply to all Contractor and Co-partners. It shall be the duty of the Steward to see that all members in the shop shall have their current quarterly working cards.

ARTICLE XIX HOURS OF WORK AND OVERTIME

19.1 The regular workweek shall be forty (40) hours beginning on Monday and conclude on Friday. Eight (8) consecutive hours, exclusive of one-half (1/2) hour lunch period between the 4th and 5th hours after the starting time, between 7:00 a.m. and 5:00 p.m. shall constitute a normal workday. Any work performed after the normal workday, on a regular workday shall be paid for at one and one half (1 1/2) of the regular rate. Scheduled work performed on Saturday shall be paid at one and one half (1 1/2) of the regular rate. All Sunday work shall be paid at two (2) times the normal rate. Work performed at any other time including holidays will be paid at double the regular rate, and any emergency or unscheduled work performed from 6:00 p.m. Friday to 7:00 a.m. Monday shall be paid for at double (2) the regular rate.

19.2 There will be a fifteen-(15) minute break before and after dinner on all jobs but, at no time will there be any organized coffee breaks.

19.3 Any hours-worked onsite after ten (10) hours will be paid at double time.

19.4 The regular payday shall be once a week on the job, on Friday or such other day or place as the Employer and the Union agrees to in advance prior to the start of the job. When the regular payday is a holiday, the last workday prior to the holiday will be payday.

19.5 Wages shall be paid before quitting time, and are to be paid in cash or other legal tender. If an Employee is made to wait beyond the time his wages are due, he shall be paid at the rate for

double time for up to four (4) hours for the time he waits. The weekly payroll shall end no earlier than the fourth (4th) work day prior to payday. Accompanying each payment of wages shall be a separate statement identifying the Employer, total earnings, amount and purpose of each deduction, number of hours, net earnings, and date of payment.

19.6 If no work on payday, the paycheck shall be available at the job site or other mutually agreeable location, no later than two (2) hours from the starting time.

19.7 When an Employee is laid off or discharged for any reason, the Employer shall pay the said Employee in full at the time of dismissal or layoff. Failure on the part of the Employer to do so will subject the Employer to pay the Employee an additional four (4) hours of pay. All employees shall receive two (2) day layoff notice. When an Employee quits of his own accord, he shall wait for the regular payday for his wages.

19.8 If a Contractor makes payroll or benefit payments with a bad check, he shall make all future payments in cash or certified funds until such time as the Union is confident in the Contractor's financial responsibility.

19.9 When Employees covered by this agreement are called to work, they shall be paid not less than two (2) hours. If they work more than two hours (2) and less than four (4) hours, they will be paid for four (4) hours. For any time worked over four (4) hours, the employees will be paid for the actual time worked. When Employees are called to work on Saturday, Sunday or any Holiday, with permission granted by the Union, a minimum of four (4) hours at double (2) the regular rate of pay for this work shall be paid. This does not include emergency work performed during the above days and hours. The Employee shall be paid a minimum of two (2) hours at the double time rate on all emergency work.

19.10 It is the Employee's responsibility to keep his current address and phone number on file with the Employer and the Local Union. If the Employer has been unable to notify the Employee, in advance, not to report to work because said Employee's phone number is not current, said Employee shall receive no show-up pay.

19.11 On jobs of long term nature consisting of one (1) week or longer, when requested by the Employer, glaziers will report to the job site at the regular starting time and be allowed fifteen (15) minutes for cleanup time at the end of the work day.

ARTICLE XX HOLIDAYS

20.1 The following holidays shall be observed: New Years Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. If the above holidays fall on Saturday they will be observed on Friday, if the above holidays fall on Sunday it will be observed on Monday.

20.2 No work will be performed on Labor Day, under any consideration, except in an emergency.

ARTICLE XXI
TRAVEL

21.1 When Glaziers are driving or riding in company vehicles, or when a glazier, at the request of the employer, is furnishing transportation to other glaziers before 8:00 a.m. and/or after 4:30 p.m., then these glaziers shall be paid at the following Driver/Rider rates unless the work is considered to be overtime, in which event it shall be paid at 1 1/2 times the Driver/Rider rate. See Wage Addendum.

21.2 (a) The Employee using their own vehicle or riding shall receive the following rates:

Travel:	Mileage distance is considered from contractors shop to job site.	
Free Zone:	0 – 30 miles	
Thirty (\$30.00) Dollars:	31 – 60 miles	
Fifty (\$50.00) Dollars:	61 – 100 miles	
Seventy Five (\$75.00) Dollars:	over 101 miles	

(b) In the event the employee resides twenty (20) miles or less from the job site no travel pay will be received.

21.3 The Employer will pay any required reasonable parking fees when an employee is required to take their own vehicle to the job site.

21.4 No Employee shall be permitted to transport more than fifty (50) pounds of equipment or material in his own vehicle for the Employer.

21.5 When Employees are sent out of town to work where they are required to stay overnight by the Employer, the Employer shall pay room and board expenses at the rate of seventy five dollars (\$75.00) per work day, per glazier to cover the cost of travel, and or room and board. All hotel/motel arrangements will be made by the individual glazier.

21.6 Any Employer not having an established shop or store within the jurisdiction of Glazier's Local Union 1168 shall pay seventy five dollars (\$75.00) per work day, per glazier, to cover cost of travel, and or room and board. All hotel/motel arrangements will be made by the individual glazier.

ARTICLE XXII
ADMINISTRATIVE DUES CHECK-OFF

22.1 Every Employer signatory to this Agreement hereby agrees to check-off from the wages of any Employee employed by such Employer during the term of this Agreement, administrative dues in the amount specified in the Union by-laws and to remit said amount to Painter's District Council No. 58 in the following manner:

- a) Painter's District Council No. 58 will notify the Employer, in writing, of the amount of administrative dues specified in the by-laws, and will submit to the Employer a copy of the by-laws or the applicable by-law provision.
- b) For each payroll period, the Employer will deduct from the wages of each Employee the amount specified in the by-laws based on the number of hours paid during said payroll period and will accumulate said deduction to the end of the month.
- c) On or before the fifteenth (15th) day of each month, the Employer will remit to Painter's District Council No. 58 the entire amount of administrative dues due and owing as to each Employee for the month previous, together with a list of Employees covered hereby and the number of hours paid by each during the applicable period.
- d) On or before the fifteenth (15th) day of each month, the Employer will submit to Painter's District Council No. 58 a list of all employees covered by the Agreement who have not signed a dues deduction authorization card together with the number of hours paid by each such employee during the month previous.

22.2 When a Signatory Employer performs a job within the jurisdiction of a Union affiliated with the International Union of Painters and Allied Trades, other than the Union signatory hereto and the by-laws of that other Union contain a provision for administrative dues or Business Representative "assessment" the Employer shall check-off from the wages of Employees covered by this Agreement and employed on that job administrative dues or Business Representative "assessment" in the amount stated in that other Unions by-laws and shall remit said amount to that other Union. In the event that the other Union shall be acting as agent of the signatory Union for the purpose of policing and administering this Agreement. In performing the check-off, the procedure specified in Section 21.1 a-c will be followed, except that it shall be the responsibility of said other Union to notify the Employer, in writing, of the amount of administrative dues or Business Representative "assessment" specified in its by-laws, and to submit to the Employer a copy of the by-laws or the applicable by-law provision. When the signatory Employer performs a job within the jurisdiction of a Union affiliated with the International Union of Painters and Allied Trades other than the Union signatory hereto and the by-laws of that Union contains no provision for administrative dues or Business Representative "assessment, the Employer shall continue to be bound by Sections 21.1 a-c.

22.3 The obligations of the Employer under Sections 21.1 and 21.2 shall apply only as to Employees who have voluntarily signed a valid dues deduction authorization card.

22.4 At the time of employment of any Employee, the Employer will submit to each such Employee for his voluntary signature a dues deduction authorization card in triplicate one (1) copy of which is retained by the Employer, one (1) copy retained by the Employee and the other returned to the Union. The form is to be supplied to the Employer by the Union.

ARTICLE XXIII PENSION FUND

23.1 International Union of Painter's and Allied Trades Union and Industry Pension Fund.

- a) Commencing with the first (1st) day of May 1998 and for the duration of the Agreement, and any renewals or extension thereof, the Employer agrees to make payments to the I.U.P.A.T. Union and Industry national Pension Fund for each Employee covered by this Agreement.
- b) For each hour or portion thereof, for which an Employee receives pay, the Employer shall make the appropriate contribution to the above named Pension Fund.
- c) For the purpose of this Article, each hour paid for, including hours attributable to show up time and other hours for which pay is received by the Employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.
- d) Contributions shall be paid on behalf of any Employee starting with the Employees first (1st) day of employment in a job classification covered by this Agreement. This includes, but is not limited to, Apprentices, helpers, trainees, and probationary Employees.
- e) The payments to the Pension Fund required above shall be made to the I.U.P.A.T. Union and Industry National Pension Fund which was established under an Agreement and Declaration of Trust dated April 1, 1967. The Employer hereby agrees to be bounded by and to the said Agreements and Declaration of Trusts, as amended from time to time, as though he had actually signed the same.

23.2 The Employer hereby irrevocably designates as its Representative on the Board of Trustees such Trustees as are now serving or who will in the future serve as Employer Trustees together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust as amended from time to time.

23.3 All contributions shall be made at such time and in such manner as the Trustees require and the Trustees may, at any time, conduct an audit in accordance with said Agreements and Declaration of Trust.

23.4 If an Employer fails to make contributions to the Pension Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement any other provision hereof, to the contrary notwithstanding and the Employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the Trustees. The Employees liability for payment under this Article shall not be subject to or covered by any grievance or arbitration to procedure or any “no-strike” clause which may be provided or set forth elsewhere in this Agreement.

23.5 The Pension Plan adopted by the Trustees of said Pension Funds shall, at all times, conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

23.6 The Employer agrees to pay the amounts which he is bound to pay under the Collecting Bargaining Agreement to the Fringe Benefit Funds that the Union chooses and to become bound by and be considered a party to the Trust Agreements upon, which the Funds are based and acknowledges and agrees to be bound by any and all separate Agreements with the Trustees of the various Funds or any Agreements with the officials of, aforesaid, Local Unions as if he (it) has signed the original copies of the Trust instruments and any amendments hereto. The Employer ratifies and confirms the appointment of Declarations of Trust and jointly, with an equal number of Trustees appointed by the Union, carries out the terms and conditions of the Trust Agreements.

23.7 The parties agree that no later than January 1, 2021 the contribution rate to the IUPAT Industry Pension Fund for each hour, or portion thereof, worked shall be increased to the dollar amounts referred to in each local addendum (or the amount equal to the beginning contribution rate (January 2, 2012) plus 50% of the beginning contribution rate).

Prior to that time, the contribution rate shall be equal to the current rate plus the portion of the package increase allocated to the pension contributions by the Union.

ARTICLE XXIV VOLUNTARY PAYROLL DEDUCTION OF POLITICAL CONTRIBUTIONS

24.1 Employers signatory to the Agreement hereby agree to honor authorizations for check-off of political contributions from employees who are union members in the following form, and to forward all contributions and reports on contributions on or before the fifteenth (15th) day of each

month for the previous work month to Combined National Fund, 940 California Avenue, Collinsville, IL 62234.

AUTHORIZATION FORM FOR CHECK-OFF OF
POLITICAL CONTRIBUTIONS

I hereby authorize my employer to deduct from my pay the sum of five cents (.05) for each hour worked (or from each regular paycheck \$ _____ dollars weekly), as a contribution to the Political Action Together – Political Committee (PAT-PC) of the International Union of Painters and Allied Trades. I further authorize and direct the Employer to send to the “Combined National Fund” and mail to Combined National Fund, 940 California Avenue, Collinsville, IL 62234. I further authorize and direct the Employer to honor any instruction that it may receive from a duly authorized representative of PAT-PC concerning a change in mailing or payment instructions relating to these contributions, should same occur. This authorization is voluntarily made based on my specific understanding that the signing of this authorization card and the making of these voluntary contributions are not conditions of membership in the Union or of employment by my Employer; that I may refuse to contribute without reprisal; that the PAT-PC and the AFL-CIO COPE are engaged in joint fund raising and use the money they receive for political purposes, including but not limited to making contributions to and expenditures for candidates for federal, state and local offices and addressing political issues of public importance; and that the guideline amount indicated above is a suggestion and I may contribute more or less and will not be favored or disadvantaged by the Union or my employer for doing so.

ARTICLE XXV
DISTRICT COUNCIL NO. 58 RETIREMENT FUND

25.1 This is a 401-k type plan that allows Employee tax deferred savings for retirement, as well as self-directed investments, with greater flexibility than traditional defined benefit plans. There is an Employer contributed component (in lieu of wages) for each hour that an Employee receives pay and an employee contributed component. (The Employee contributions are optional.) In order for the Employee to “self-contribute” pre-tax income, the Employer will deduct an amount specified in writing by the Employees. This fund will be jointly administered by Labor and Management.

25.2 The rates for the pensions shall be specified in the addendums; however, upon receipt of notice in writing to the employers from the Union, the Employer shall contribute an amount, as designated in such notice, to the pension plans in lieu of wages, and shall be effective the first day of the calendar month following notification.

ARTICLE XXVI
APPRENTICESHIP AND TRAINING FUND

26.1 The District Council No. 58 Apprenticeship and Training Fund is a fund jointly administered by labor and management. For every hour that an Employee receives pay the Employer will contribute the amount specified in the appropriate addendum. However, upon receipt of notice, in writing, to the Employers from the Union, the Employer shall contribute an amount, as designated in such notice, to the Training Funds in lieu of wages and shall be effective the first (1st) day of the calendar month following notification.

26.2 Of the hourly amount contributed by the Employer to the Apprenticeship and Training Fund, a contribution will be paid by the Employer to the Apprenticeship & Training Fund (refer to appropriate addendum for contribution rate) and will be remitted to the Glaziers and Glassworkers Industry Apprenticeship Training and Journeyman Education Fund.

ARTICLE XXVII
LABOR MANAGEMENT COOPERATION INITIATIVE

27.1 The Labor Management Cooperation Initiative will be used to advance our Painting and Allied Trades Industry and will not be used, directly or indirectly, to the detriment of either party. The Fund shall be administered by the District Council No. 58 Labor Management Cooperation Initiative Fund Board of Trustees; said Trustees will establish a Declaration of Trust, the terms of which are hereby accepted by the Employers signatory to this Agreement.

27.2 For every hour that an Employee receives pay, the Employer will contribute the rate specified in the appropriate addendum, however, upon receipt of notice, in writing, to the Employers from the Union, the Employer shall contribute an amount, as designated in such notice, to the L.M.C.I., in lieu of wages, and shall be effective the first (1st) day of the calendar month following notification.

27.3 Of the hourly amount contributed by the Employer to the L.M.C.I. Fund, a specified contribution for each hour worked will be contributed to the I.U.P.A.T. Labor Management Fund. Contribution rates for each geographic area are listed in the wage addendum section.

ARTICLE XXVIII
HEALTH AND WELFARE FUND

28.1 The Employer shall pay the sum prescribed per hour for each hour that an employee receives pay to the trustees of the respective Health and Welfare Fund(s) that the Union chooses and further agrees to be bound by the terms and provisions of the trust Agreements of such fund(s).

28.2 If an employer is delinquent in payment of Health and Welfare contributions and an otherwise eligible member or a member of their family incurs a medical bill, the Employer will be responsible for the medical bills and the contributions.

ARTICLE XXIX HEALTH AND SAFETY TRAINING

29.1 The Journeyman shall make reasonable effort to attend health and safety training classes offered by the Union. Classes will be attended on the Employees own time. The Union will implement the educational, safety criteria, develop, manage, and carry out all program functions to ensure Employee compliance, and will provide the training administration necessary to properly and effectively train Journeyman in systems, functions and activities relative to their field.

29.2 The classes accrued will be recorded and remain on file. These classes will be reported by March 1st of each year to all signatory Contractors, when requested. The reports will include a list of class attendance records.

ARTICLE XXX LABOR MANAGEMENT BOARD

30.1 The parties shall utilize a Labor Management Board. The Board will consist of two (2) members. Both members must be present to constitute a meeting. The two (2) members shall elect a third impartial member who shall act as the chairperson. This committee shall hold hearings as expeditiously as possible and render a decision in writing without undue delay (within five (5) working days). The decision of the committee shall be final and binding on both parties.

30.2 Contractors working in the jurisdiction of the Union agree to abide by the decisions of the Labor Management Board on all subjects pertinent to the enforcement and interpretation of this Agreement.

30.3 Contractors covered by this Agreement shall furnish the Labor Management Board with all payrolls and other records deemed necessary by the Labor Management Board to investigate an alleged violation of this Agreement.

30.4 The Labor Management Board is empowered to hear and decide all grievances and disputes which arise between the parties as to the interpretation of this Agreement; to award or assess remedies, damages and penalties for violations of this Agreement; to issue interpretative rulings or other rules and regulations as it deems necessary to give force and effect to the purpose and intent of this Agreement; to investigate all grievances and disputes submitted to it, including the conduct of audits of Employer records; to appoint such persons or committees as may be necessary to aid the Board in the performance of its duties; and to demand of Employers who

repeatedly violate this Agreement the posting of additional cash or surety bond to assure future compliance.

ARTICLE XXXI MANAGEMENT RIGHTS

31.1 The Individual Company reserves, and is given, the right to accept and reject any of its Employees subject to the provisions of this agreement. The management of the problems of the Individual Company are reserved by the Individual Company and shall be vested exclusively in the Individual Company, and the Individual Company shall have the right to determine how many Employees it will employ or retain in all departments ' together with the right to exercise full control of its business, except as expressly restricted in the agreement.

ARTICLE XXXII SAVINGS AND SEPARABILITY

32.1 Should any part of or any provision herein contained be rendered or declared invalid by any reason of any existing or subsequently enacted legislation or by any decree or order of a court or board of competent jurisdiction, such invalidation of such part or portion of Agreement shall not invalidate the remaining portion of hereof, provided, however upon such invalidation the parties signatory hereto agree to immediately meet to renegotiate an article or provision which will meet the objections to this invalidity and, which will be in accord with the intent and purpose of the article or provision in question.

32.2 The remaining part of provisions shall remain in full force and effect.

ARTICLE XXXIII STRIKES AND LOCKOUTS

33.1 There shall be no strikes or other work stoppages or slow down's or lockouts during the life of this Agreement, except as provided in this Agreement, until the grievance and arbitration procedure herein provided for shall be exhausted.

33.2 Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization and the Union party to this Agreement has the right to withdraw Employees covered by this Agreement whenever the Employer party to the Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

33.3 Any and all disputes, stoppages, suspensions of work, and any and all claims, demands or actions resulting there from, or involved therein, shall be settled and determined exclusively by the machinery provided for settlement of grievances including final arbitration.

ARTICLE XXXIV
TOOLS

34.1 The Glazier Employee agrees to furnish the following tools. This list may vary and have to be added to as materials change.

- Screwdrivers: Phillips, straight, nut drivers, auto return, and ratchet offset
- Wrenches: Adjustable, open end, box end, ratchet box end, small sockets
- Pliers: Glass, side cutters, straight, needle nose, vise-grips
- Hammers: Claw, plastic, and rubber
- Squares: Combination, sliding "T" bevel
- Measuring: Up to 25' tapes, 6' folding rule, protractor
- Punches and Chisels: As needed
- Bars Jimmy type, small wrecking
- Knives: Putty, utility frame
- Cutting: Hack saw frame, tin snips

34.2 The Employer agrees to furnish all other tools and equipment as needed. Employees shall endeavor to at all times to protect and take care of the Employer's tools and equipment regarding damage and theft. No Employee shall be permitted to use any of his own power tools.

ARTICLE XXXV
WORK SCHEDULES

35.1 It is agreed the following schedule of work and manpower shall apply to all glass installations:

1/4" plate glass		Table #1			
3/8 or 1/2 plate and double glazed units		Table #2			
Triple glazed units		Table #3			
			#1	#2	#3
Glass from 160 to 170 united inches	3 men		4 men		5 men
Not over 200	"	4 "	4 "		5 "
Not over 230	"	5 "	6 "		7 "
Not over 260	"	6 "	8 "		9 "
Not over 275	"	8 "	8 "		9 "
Not over 290	"	8 "	10 "		11"
Not over 305	"	9 "	12 "		13"

houses. Excluded from this residential work scope are commercial storefront framing and entrances glass units being in size more than 170 united inches, hotels, motels, and restaurants. The residential wage rate of 40% of journeymen scale shall be paid to the residential glazier for the first six months, 45% of journeymen scale for the second six (6) months and 50% of journeymen scale thereafter. Health and Welfare will begin upon hire and pension will begin on the first year anniversary date. A journeyman glazier helping on residential work shall be paid the journeymen scale. All benefits shall be paid the same as the journeymen glaziers' wage rate calls for. The residential glazier will be a new hire and join the Union.

36.6 Unemployment Compensation is to be paid to the state of Illinois.

36.7 FOREMAN

On all jobs requiring four (4) or more employees on projects with adjuration of five (5) or more days, the Employer shall designate one (1) journeyperson as Foreman. The Foreman shall give direction directly to employees. Foreman rate is \$2.00 above scale.

bARTICLE XXXVII
DURATION

37.1 This Agreement shall be effective upon its execution and shall remain in full force and effect until April 30, 2022 and shall continue in force from year to year. Except that by Agreement this Agreement may be opened at least sixty (60) but not more than ninety (90) days prior to April 30 of any year thereafter. If no Agreement has been reached by April 30, this contract shall remain in full force and effect until an Agreement is reached on proposed modifications or until either party shall serve a ninety (90) day written notice on the other party of its intention to terminate this Agreement. Expiration date of this contract shall be April 30, 2022.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, approved and ratified by the duly authorized Officers of the respective parties as of the day and year first above set forth.

Name of Company

Street Address

City State Zip

Telephone Fax

By: (Please Print)

Signature

Title

Date

District Council No. 58
Glaziers Local 1168

940 California Avenue

Collinsville, IL 62234

(618) 345-6645 (618) 345-5962

(618) 781-9546 (217) 422-5791

Telephone Fax

By: _____
Business Representative

Date

ADDENDUM "A"

WAGES and FRINGES

Counties include: Adams, Bond, Brown, Calhoun, Cass, Champaign, Christian, Clinton, Coles, Cumberland, DeWitt, Douglas, Effingham, Fayette, Greene, Jackson, Jersey, Logan, Macon, Macoupin, Madison, Mason, Menard, Monroe, Montgomery, Morgan, Moultrie, Perry, Piatt, Pike, Randolph, Sangamon, Schuyler, Scott, Shelby, St. Clair, and Washington counties in Illinois.

Effective	Hourly Wage	H&W	Pension	J.A.T.F.	L.M.C.I.	STAR
May 1, 2017	\$35.91	\$6.25	\$9.16	\$0.68	\$0.31	\$0.05
May 1, 2018	\$1.04	To be determined by membership				
May 1, 2019	\$1.03	To be determined by membership				
May 1, 2020	\$1.02	To be determined by membership				
May 1, 2021	\$1.01	To be determined by membership				

Driver/Rider x 1 ½	Hourly Wage	H&W	Pension	J.A.T.F.	L.M.C.I.	STAR
May 1, 2017	\$23.94	\$6.25	\$9.16	\$0.68	\$0.31	\$0.05
May 1, 2018	\$	To be determined by membership				
May 1, 2019	\$	To be determined by membership.				
May 1, 2020	\$	To be determined by membership.				
May 1, 2021	\$	To be determined by membership.				

Administrative Dues Check-Off: 4% of gross wages plus \$.05 per hour worked

Health and Welfare: Welfare payments shall be made payable to District Council 58 Health and Welfare Fund

Pensions, J.A.T.F., L.M.C.I. and Administrative Dues Check-Off: Shall be payable as per the remittance report provided and in the manner prescribed by District Council 58.

21.6 Any Employer not having an established shop or store within the jurisdiction of Glazier's Local Union 1168 shall pay seventy five dollars (\$75.00) per work day, per glazier, to cover cost of travel, and or room and board. All hotel/motel arrangements will be made by the individual glazier.

20.1 The following holidays shall be observed: New Years Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. If the above holidays fall on Saturday they will be observed on Friday, if the above holidays fall on Sunday it will be observed on Monday.

High Pay: (a): .75 (75 cents) per hour for any motorized lift
Used on 3rd floor and above
(b): \$1.50 (one dollar fifty cents) per hour for swing stage and scaffold 12' or above.

REQUIRED EMPLOYER INFORMATION

Name of Company

Street Address

City

State

Zip

Telephone

Fax

Name of Bank

Street Address

City

State

Zip

Telephone

Fax

Self propriety: _____ Partnership: _____ Incorporated: _____

Years in Business: _____

Federal Identification No.: _____

Unemployment No.: _____

Surety Bond Provider

Street Address

City

State

Zip

Telephone

Fax

Certification of Worker's Compensation Insurance Coverage: _____

Worker's Compensation Insurance Carrier

Street Address

City

State

Zip

Telephone

Fax

Expiration Date of Workers' Compensation Insurance Policy: _____

DIRECTORY

Painter's District Council No. 58, 940 California Avenue, Collinsville, IL 62234

Phone: 618/345-6646 Fax: 618/345-5962

Business Manager/Secretary-Treasurer: Gregg Smith

Local 1168/Springfield Glaziers Phone/Fax 217/422-5791

Business Representative: Bryan Feller

Counties: Adams, Bond, Brown, Calhoun, Cass, Champaign, Christian, Clinton, Coles, Cumberland, DeWitt, Douglas, Effingham, Fayette, Greene, Jackson, Jersey, Logan, Macon, Macoupin, Madison, Mason, Menard, Monroe, Montgomery, Morgan, Moultrie, Perry, Piatt, Pike, Randolph, Sangamon, Schuyler, Scott, Shelby, St. Clair, and Washington counties in Illinois.

